

**A RESOLUTION APPROVING THE PURCHASE
OF CERTAIN REAL ESTATE FOR THE FORT
WAYNE FIRE DEPARTMENT.**

WHEREAS, the City of Fort Wayne desires to purchase land for the future construction of a new fire station to service Arlington Park and the Maysville-Maumee Park annexation areas; and

WHEREAS, said parcel of property is 267 feet by 325 feet with 25 additional feet of road right-of-way and is located on the east side of Lahmeyer Road between Trier and Stellhorn Road; and

WHEREAS, the purchase price for the property is Fifty-Two Thousand Sixty-Five and no/100 Dollars (\$52,065.00); and

WHEREAS, Section 37.19 of the Municipal Code of the City of Fort Wayne, Indiana, requires the approval of the Common Council for the purchase of real estate by the City.

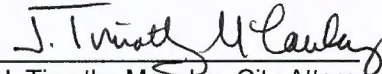
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of property on Lahmeyer Road for the future construction of a new fire station to service Arlington Park and the Maysville-Maumee Park annexation areas is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McAulay, City Attorney

A. Listing Broker _____ (# _____) By _____
as (Seller's broker) (Limited agent)

B. Selling Broker Harding Dahm & Company, Inc. (# _____) By Richard P. Quillin
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date: _____

PURCHASE AGREEMENT

COMMERCIAL-INDUSTRIAL REAL ESTATE Carl and Kathryn Busche

1. **PARTIES:** George & Alice Berger, Milan & Helen Blessing, Otto J. & Elaine Busche and ("Seller")
agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and
conditions hereinafter set forth.

1.992 net acres, 67' frontage by 325' depth plus 25'

2. **PROPERTY:** The property commonly known as of highway on Lahmeyer Road
is a tract of land situated in the City of Fort Wayne, Allen
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and
appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's
interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,
Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and
Seller's interest in all warranties or guarantees relating to the Party being sold; all of the above hereinafter collectively called "Property,"
and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):
See Exhibit A attached hereto. Legal description to follow.

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached
hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under
Additional Provisions in Paragraph 5.

3. **PRICE:** The total purchase price shall be Fifty-Two Thousand Sixty-Five and No/100
(\$ 52,065.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).

4. **EARNEST MONEY:** \$ 2,000.00 is herewith tendered and is to be deposited as Earnest Money with
Harding Dahm & Company, Inc. as Escrow Agent, upon execution of this Agreement by both parties.
If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money
shall be returned to the Buyer.

5. ADDITIONAL PROVISIONS:

See Contingencies attached on Exhibit B.

Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)

<input type="checkbox"/> Financing Addendum	<input type="checkbox"/> Feasibility Study Addendum
<input type="checkbox"/> Apartment/Multi-Tenant Addendum	<input type="checkbox"/> Representations & Warranties
<input type="checkbox"/> Zoning/Governmental Approval Addendum	<input type="checkbox"/> of Seller Addendum
	<input type="checkbox"/> Tax Deferred Exchange Addendum

6. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at
such place as agreed by Seller and Buyer on or before May 15, 19 97, or within 15 days
after all contingencies are met, whichever is later, unless such date is changed
in writing by Seller and Buyer, or otherwise extended as herein provided.

7. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) or (_____)
subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.
Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.

8. **INSPECTIONS:** Inspections shall be handled in accordance with paragraph A
as set forth below: (Insert A and/or B or C)

A. **BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** Environmental inspections shall be made
within 60 days after offer is accepted by both parties with written reports delivered
to the Seller and Buyer within 5 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or
contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but
are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make
a written objection to any problem(s) revealed in the report within 10 days of its receipt, the Property shall be deemed to be
acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property
and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be
terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.

B. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within _____
days after _____ with written reports delivered to the Seller and Buyer within _____
days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,
with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of
the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,
crawl space, well, septic, other: _____
If the Buyer does not make a written objection to any problem(s) revealed in the report within _____ days of its receipt, the Property
shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major
problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then
this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed
towards closing.

C. **BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY
ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT
THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the
Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated
with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the
closing.

75. 9. TAXES: Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:
76. (Insert A or B)
77. A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable
78. on _____, 19____, and all installments subsequent thereto.
79. B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current
80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing
81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall
82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.
83. C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party
84. shall be computed based on the last tax bill available to the closing agent. WARNING: The succeeding year's tax bill for recently
85. constructed buildings may greatly exceed the last tax bill available to the closing agent.
86. 10. INSURANCE: Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.
87. 11. SURVEY: A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana
88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.
89. 12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Buyer within 15 days after all contingencies in
90. Exhibit B are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,
91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection
92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after
93. receipt of each such instrument. If Buyer or third party lender makes such objections or if the objections are disclosed in the
94. Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed
95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence
96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or
97. (b) waive the unsatisfied objections and close the transaction.
98. 13. PRORATIONS AND SPECIAL ASSESSMENTS: Interest or any debt assumed or taken subject to, any rents, and all other income and
99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to
100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the
101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are
102. completed after the date of this Purchase Agreement.
103. 14. SALES EXPENSE: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.
104. A. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;
105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the
106. Professional Fee of 2 percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be
107. paid by Seller under other provisions of this Agreement.
108. B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,
109. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing
110. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.
111. 15. DEFAULT: If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the
112. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the
113. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this
114. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and
115. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law
116. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by
117. retention of the earnest money), then Seller agrees to pay the Listing Broker -0- of the amount collected in payment for
118. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this
119. transaction closed. Earnest money deposited shall be credited against the Damages.
120. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,
121. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,
122. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.
123. 16. ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other
124. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and
125. reasonable attorney's fees from the non-prevailing party.
126. 17. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this
127. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent
128. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release
129. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money
130. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.
131. 18. DUTIES OF BUYER AND SELLER AT CLOSING:
132. A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:
133. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty
134. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,
135. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing
136. and an executed Vendor's Affidavit;
137. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title
138. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and
139. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard
140. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:
141. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's
142. Affidavit shall be an expense of Buyer;
143. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are
144. approved by Buyer;
145. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and
146. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,
147. maintenance, management or other contracts, warranties or guarantees, all duly executed by Seller;
148. (4) A current rent roll duly certified by Seller, if applicable;
149. (5) Furnish evidence of its capacity and authority for the closing of this transaction;

75. 9. TAXES: Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:
 76. (Insert A or B)
 77. A. Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable
 78. on _____, 19____, and all installments subsequent thereto.
79. B. All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current
 80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing
 81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall
 82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.
83. C. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party
 84. shall be computed based on the last tax bill available to the closing agent. WARNING: The succeeding year's tax bill for recently
 85. constructed buildings may greatly exceed the last tax bill available to the closing agent.
86. 10. INSURANCE: Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.
87. 11. SURVEY: A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana
 88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.
89. 12. TITLE AND SURVEY APPROVAL: Seller shall deliver to Buyer within 15 days after all contingencies in
 90. Exhibit B are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,
 91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection
 92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after
 93. receipt of each such instrument. If Buyer or third party lender makes such objections or if the objections are disclosed in the
 94. Commitment, the survey or by the Issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed
 95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence
 96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or
 97. (b) waive the unsatisfied objections and close the transaction.
98. 13. PRORATIONS AND SPECIAL ASSESSMENTS: Interest or any debt assumed or taken subject to, any rents, and all other income and
 99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to
 100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the
 101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are
 102. completed after the date of this Purchase Agreement.
103. 14. SALES EXPENSE: Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.
104. A. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;
 105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the
 106. Professional Fee of 2 percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be
 107. paid by Seller under other provisions of this Agreement.
108. B. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,
 109. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing
 110. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.
111. 15. DEFAULT: If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the
 112. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the
 113. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this
 114. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and
 115. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law
 116. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by
 117. retention of the earnest money), then Seller agrees to pay the Listing Broker -0- of the amount collected in payment for
 118. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this
 119. transaction closed. Earnest money deposited shall be credited against the Damages.
120. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,
 121. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,
 122. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.
123. 16. ATTORNEY'S FEES: Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other
 124. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and
 125. reasonable attorney's fees from the non-prevailing party.
126. 17. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this
 127. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent
 128. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release
 129. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money
 130. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.
131. 18. DUTIES OF BUYER AND SELLER AT CLOSING:
132. A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:
133. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty
 134. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,
 135. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing
 136. and an executed Vendor's Affidavit;
137. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title
 138. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and
 139. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard
 140. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:
141. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's
 142. Affidavit shall be an expense of Buyer;
143. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are
 144. approved by Buyer;
145. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and
 146. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,
 147. maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;
148. (4) A current rent roll duly certified by Seller, if applicable;
149. (5) Furnish evidence of its capacity and authority for the closing of this transaction;

150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property
153. as his residence;
154. (7) Execute all other necessary documents to close this transaction.
155. B. At the closing, Buyer shall perform the following:
156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;
157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for
158. disbursement;
159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;
160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)
161. of the mortgage(s) provided for herein;
162. (5) Execute all other necessary documents to close this transaction.
163. 19. CONDEMNATION: If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall
167. become the property of Buyer and the purchase price shall not be reduced.
168. 20. CASUALTY LOSS: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event an
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be
171. assigned in writing by Seller to Buyer.
172. 21. RESPONSIBLE PROPERTY TRANSFER LAW:
173. A. The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information
177. System; (4) and/or Property is exempt from the provisions of said law.
178. B. Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts
180. of this Law.
181. 22. MISCELLANEOUS:
182. A. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in the
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier
187. guaranteeing next day delivery.
188. B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.
189. C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,
190. administrators, legal representatives, successors, and assigns.
191. D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
194. E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.
196. F. Time is of the essence of this Agreement.
197. G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.
199. H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.
200. I. By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.
201. 23. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by _____ (A.M.) (P.M.), the
202. _____ day of _____, 19____, this Purchase Agreement shall be null and void and all parties
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.
204. 24. CONSULT YOUR ADVISOR: Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.
206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or
207. other person, with experience in evaluation of the condition of the property, including the possible presence of asbestos, hazardous and
208. or toxic materials and underground storage tanks.
209. 25. ACKNOWLEDGMENTS: Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.
213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

CITY OF FORT WAYNE, OR ITS ASSIGNS

216.

217.

Buyer's Signature

Date

Buyer's Signature

Date

218.

219.

Printed

Printed

220.

221.

Buyer's S.S. # or Taxpayer's I.D. #

Buyer's S.S. # or Taxpayer's I.D. #

222.

223.

Buyer's Address for Notice Purposes

224.

UNCONDITIONAL ACCEPTANCE BY SELLER (See attached page for
signatures of Sellers)

225.

Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: _____, 19____.

226.

227.

Seller's Signature

Seller's Signature

228.

229.

Printed or Typed Name and Tax I.D. Number

Printed or Typed Name and Tax I.D. Number

230.

231.

Address

Telephone

232.

CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]

233.

Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

234.

235.

236.

237.

This counteroffer expires at 11:59 P.M. (local time), _____, 19____. Dated: _____, 19____.

238.

239.

Seller's Signature

Seller's Signature

240.

241.

Printed or Typed Name and Tax I.D. Number

Printed or Typed Name and Tax I.D. Number

242.

243.

Address

Telephone

244.

BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER

245.

Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: _____, 19____.

246.

247.

Buyer's Signature

Buyer's Signature

248.

EARNEST MONEY

249.

Received \$ _____ as earnest money on _____, 19____.

250.

251.

Signature of Broker

252.

Received \$ _____ as additional earnest money on _____, 19____.

253.

254.

Signature of Broker

UNCONDITIONAL ACCEPTANCE BY SELLER

Seller accepts the offer made by Buyer as set forth above, without change or condition.

OTTO L. JR. & ELAINE P. BUSCHE

Otto L. Busche, Jr.

Elaine P. Busche

Tax I.D. # or Social Security #

Tax I.D. # or Social Security #

CARL E. & KATHRYN A. BUSCHE

Carl E. Busche

Kathryn A. Busche

Tax I.D. # or Social Security #

Tax I.D. # or Social Security #

MILAN & HELEN L. BLESSING

Milan Blessing

Helen L. Blessing

Tax I.D. # or Social Security #

Tax I.D. # or Social Security #

GEORGE & ALICE M. BERGER

George Berger

Alice M. Berger

Tax I.D. # or Social Security #

Tax I.D. # or Social Security #

Dated: _____

Exhibit A

45.57x

*NOTE:
COUNTY DRAINS
HAVE NOT BEEN
FIELD VERIFIED
FOR LOCATIONS

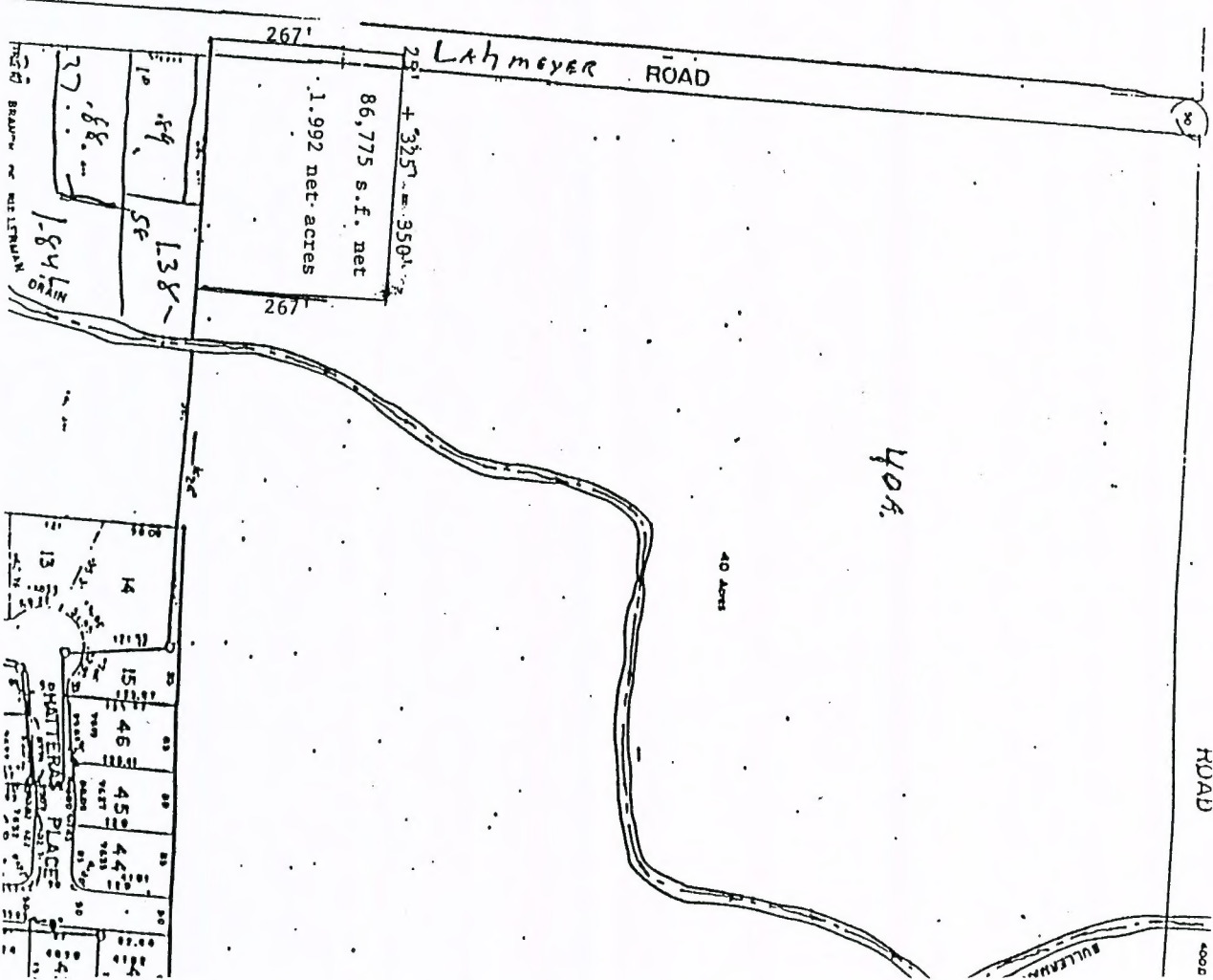
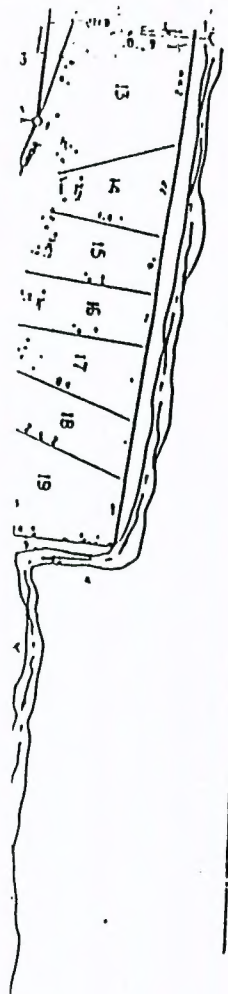


EXHIBIT B

Contingencies

This offer to purchase is subject to the Buyer having forty (40) days to obtain the following:

1. Subject to Buyer being able to obtain the necessary permits to construct a building that meets its requirements.
2. Subject to approval of the Board of Public Works.
3. Subject to approval by Common Council of the City of Fort Wayne

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

Seller shall grant Buyer a storm water drainage easement to ditch behind rear of property. Such storm water will either be drained by means of tile or drainage pipe. Buyer shall be responsible to install the drainage facilities on Seller's remaining real estate, at Buyer's expense, at a location as near to the South property line as is feasible.

Until Buyer commences construction on the property, Seller's tenant farmer shall be permitted to use the existing farm access. Buyer shall give Seller at least 30 days prior notice before construction commences.



The City of Fort Wayne

Paul Helmke, Mayor

FORT WAYNE FIRE DEPARTMENT
307 EAST MURRAY STREET
FORT WAYNE, INDIANA 46803

March 7, 1997

Council Member
Fort Wayne City Council
One Main Street
Fort Wayne, IN 46802

REF: FIRE STATION LAND PURCHASE

Dear Council Member,

I am requesting your approval for the purchase of land to be used for a fire station. The property is located on the east side of Lahmeyer between Trier and Stellhorn Road approximately 475' north of Becky Lane. The 267 foot wide by 325 foot depth plus 25 foot of road right away is surrounded by agricultural field.

This station will serve Arlington Park as well as annexation commitments for Maysville-Maumee Park annexations. This station will be a support station for Station 14 on Reed Road and Station 8 on Rothman Road.

The purchase price for this property is \$52,065.00 which is the appraised value from two (2) independent appraisers.

Property on Goegline Road approved for purchase by Council earlier for this project did not work out as anticipated with offers to purchase removed at no cost to the taxpayers.

Sincerely,

Steven C. Hinton
Fire Chief

Attachment: area map

*NOTE:
COUNTY DRAINS
HAVE NOT BEEN
FIELD VERIFIED
FOR LOCATIONS

8" water main ALONG HERE

ROAD

6" GAS MAIN

← Bridge

4" GAS MAIN

SEWER
TAP HERE
RUN NORTH

BRANCH OF BULLERMAN DRAIN

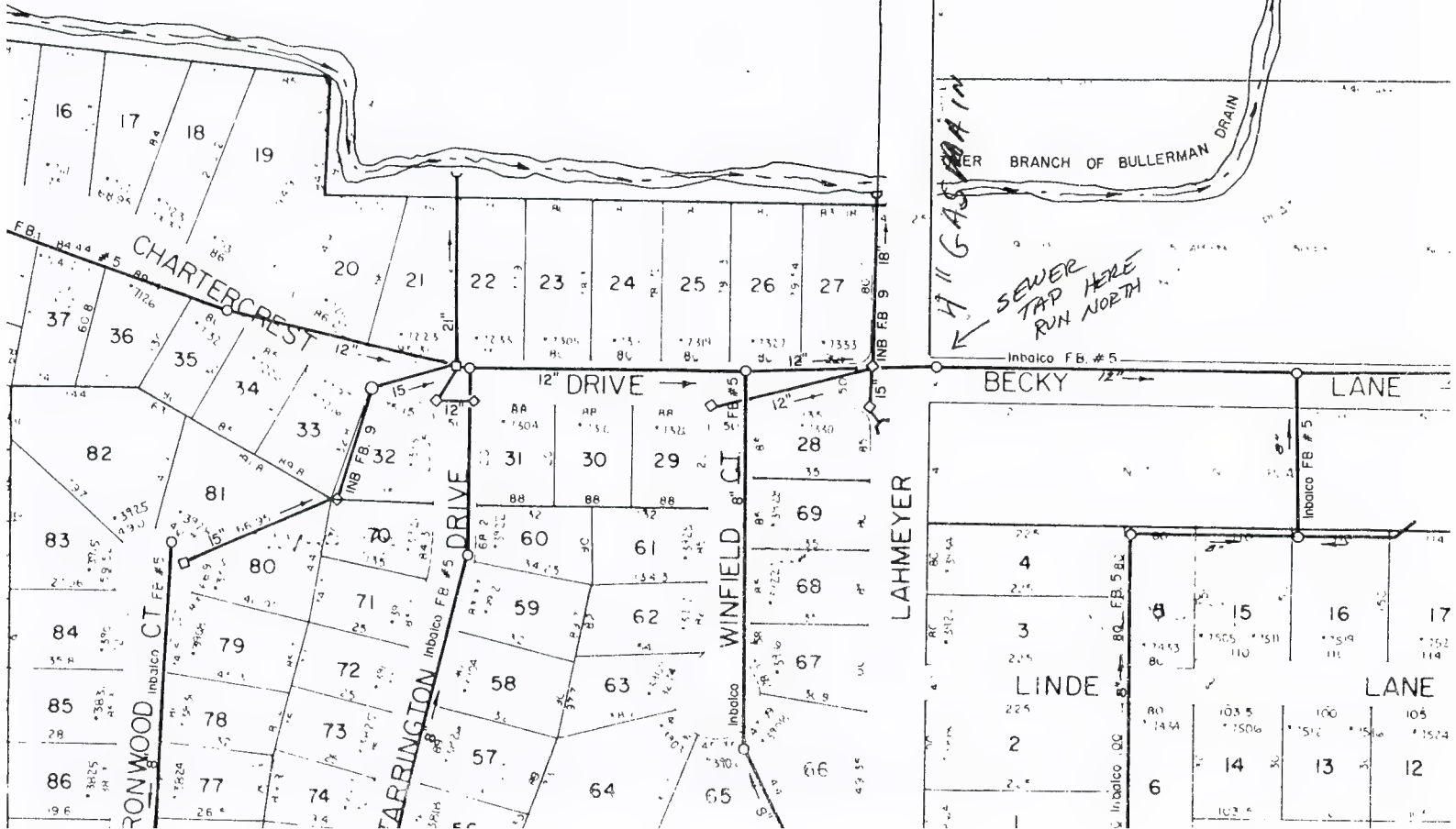
BECKY

LANE

LAHMEYER

LINDE

LANE



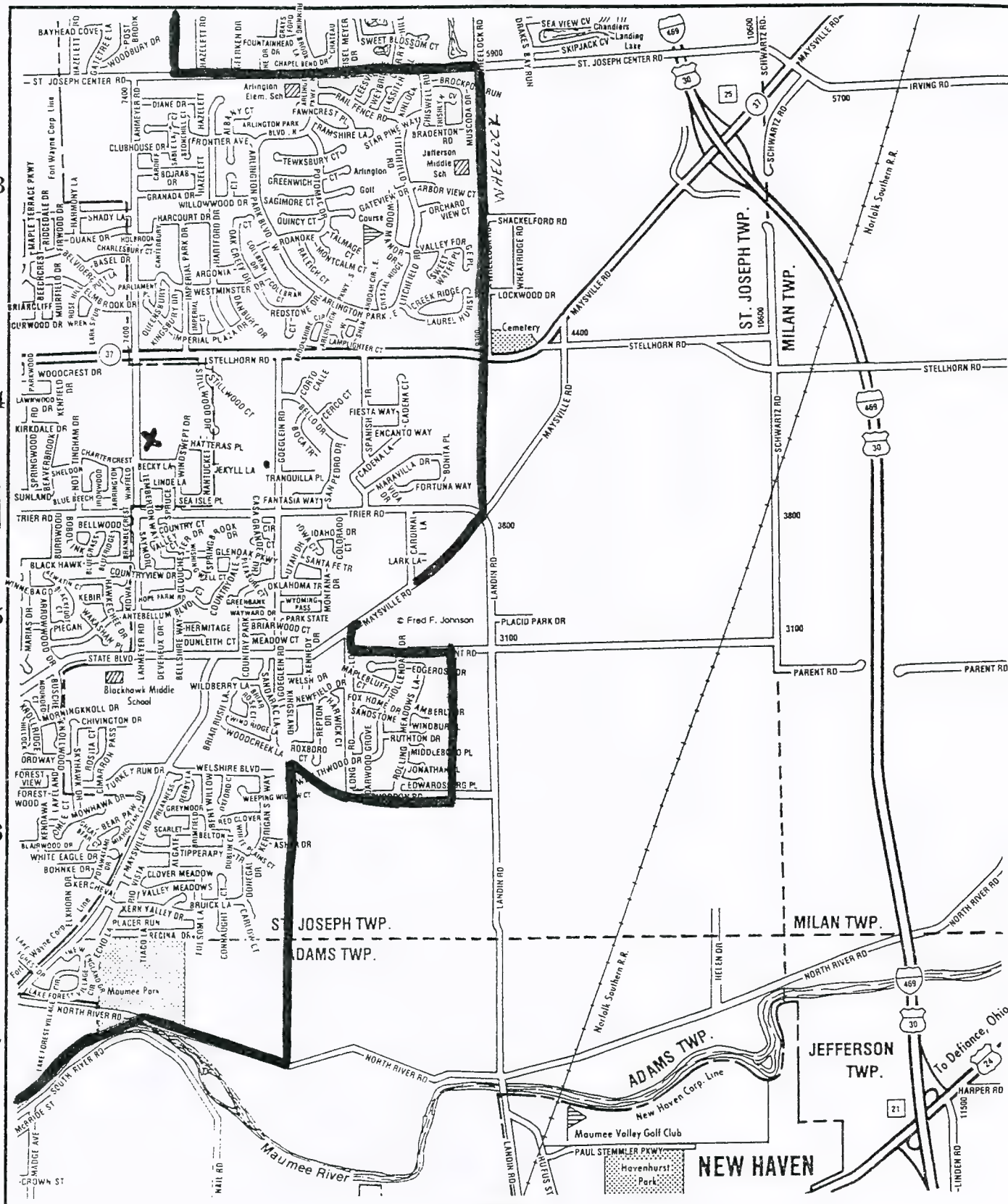
13

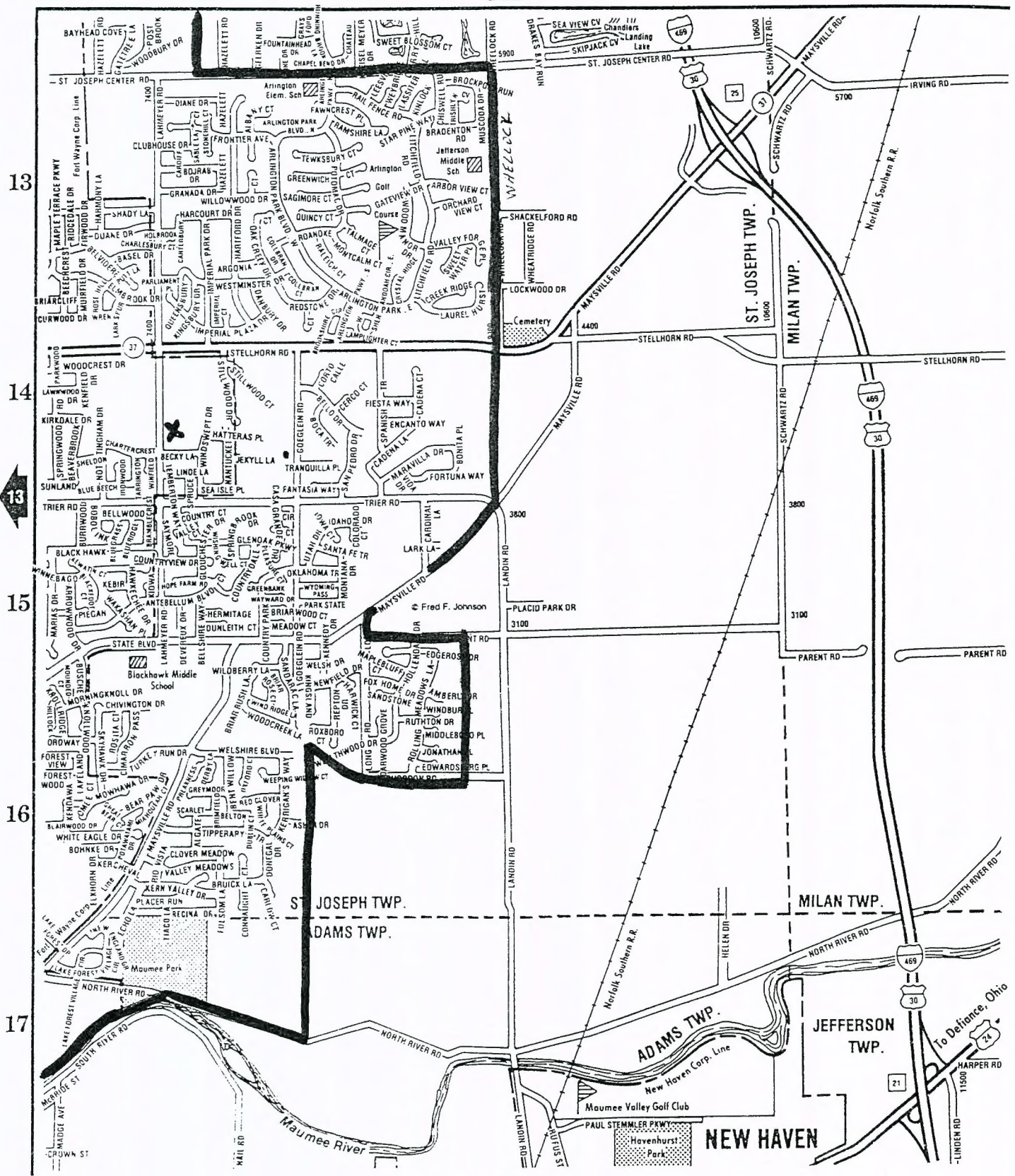
14

15

16

17





Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the Committee on
Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 3-11-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST				<u>✓</u>
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 3-25-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____
(ZONING) _____ ORDINANCE _____ RESOLUTION NO. R-14-97
on the 25th day of March, 1997

ATTEST: _____ SEAL _____
Sandra E. Kennedy Thomas P. Helmke
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
26th day of March, 1997,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day
of March, 1997, at the hour of 2:00
o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE - RESOLUTION _____

DEPARTMENT REQUESTING ORDINANCE FIRE DEPARTMENT _____

SYNOPSIS OF ORDINANCE APPROVES THE PURCHASE OF PARCEL OF LAND TO CONSTRUCT
NEW FIRE STATION TO SERVICE THE ARLINGTON PARK AND THE MAYSVILLE-MAUMEE PARK
ANNEXATION AREAS..

EFFECT OF PASSAGE REAL ESTATE PARCEL MAY BE PURCHASED. _____

EFFECT OF NON-PASSAGE REAL ESTATE PARCEL WILL NOT BE PURCHASED; NEW FIRE
STATION WILL NOT BE CONSTRUCTED. _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$52,056.00 _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. R-97-03-05

REPORT OF THE COMMITTEE ON FINANCE

JOHN N. CRAWFORD - DONALD J. SCHMIDT - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (~~ORDINANCE~~) (RESOLUTION) approving the purchase
of certain real estate for the Fort Wayne Fire Department

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

John N. Crawford
Donald J. Schmidt

Thomas H. Edwards

Robert A. Bell

Robert A. Bell

Robert A. Bell

Robert A. Bell

Robert A. Bell

DATED: 3-25-97.

Sandra E. Kennedy
City Clerk